

Instrument Number: 20251028000960 Document:EAS Rec: \$308.50 Page-1 of 6
Excise Docs: 3353350 Tax Amount: \$10.00 Record Date:10/28/2025 3:24 PM
Electronically Recorded King County, WA

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City of Seattle SPU – DWW
700 5th Ave, Suite 4900-RPS
PO Box 34018
Seattle WA 98124-4108

SLOPE STABILIZATION EASEMENT

Grantor (insert correct title):..... Michael & Elizabeth Van Snellenberg
Grantee (insert correct title):..... THE CITY OF SEATTLE, Seattle Public Utilities
Legal Description (abbreviated)..... LOTS 8-10 AND PTN LOT 7, BLK 65, PONTIAC ADD. TO
THE CITY OF SEATTLE, VOL. 6, P. 42, KING COUNTY,
WASHINGTON
Assessor’s Tax Parcel ID#:..... 684470-3215
Reference No(s):..... N/A

3822 NE 91st St **SPU File # DWW2023-0022-0002**

THIS EASEMENT made this 15th day of SEPTEMBER, 2025, by **Michael Van Snellenberg and Elizabeth Van Snellenberg**, a married couple, hereinafter called “Grantor,” and the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, acting by and through its Seattle Public Utilities Department, hereinafter called the “City”; WITNESSETH;

1. That the Grantor, for and in consideration of the sum of FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400), and under imminent threat of eminent domain, hereby conveys and grants to the City, its successors and assigns, a slope easement, including the right, privilege and authority to install, construct, reconstruct, erect, alter, improve, repair, operate and to maintain the slope and grade, connecting pipes and appurtenances, over, under, through, across, along and upon the Grantor’s property located in King County, Washington, described as follows:

Legal Description and Plan attached hereto as EXHIBIT “A” and EXHIBIT “B” and incorporated herein by reference.

2. Grantor hereby agrees that no building, fence, wall, rockery, trees, shrubbery or obstruction of any kind shall be erected or planted, or any fill material will be placed within the boundaries of said Easement Area without the written permission of the City of Seattle’s GM/CEO of Seattle Public Utilities or her/his designee. No excavation shall be made within three feet of said Slope Easement Area, and that the elevation of the earth within the Easement Area shall not be changed.

3. Grantor hereby agrees that no other utility facilities, such as conduits, cables, pipelines, vaults poles, posts, whether public or private, will be installed within five (5) horizontal feet of the Slope Easement Area.
4. Subject to the terms of this Agreement, the City or its agents shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said Easement Area and such additional area immediately adjacent to said Easement Area, as shall be reasonably required for the purposes herein described, without incurring any legal obligation or liability therefore; provided, however, subject to and in accordance with the conditions and restrictions on private improvements described in paragraphs 2 and 3 herein, that in the event the City disturbs or damages private improvements on the Property in connection with its use of the easement granted herein, the City shall restore such improvements to a condition as good as or better than that which existed prior to such damage or disturbance.
5. In an emergency the City shall have the right to close the Easement Area and to excavate without prior notice.
6. Grantor shall have the right to use said property in any way and for any other legal purpose not inconsistent with the rights herein granted.
7. Grantor waives any present or future claim against the City relating to hazardous substances, pollutants, or contaminants on the Property in connection with the rights granted hereunder unless the hazardous substances, pollutants or contaminants are released as a direct result from the City's operations on the Property or the use of the Easement Area.
8. If the Property is redeveloped in such a way which eliminates the need for drainage, connecting pipes and appurtenances, property owner can request the City of Seattle's GM/CEO of Seattle Public Utilities or her/his designee, for a relinquishment of the Slope Easement and if approved Seattle Public Utilities will record a relinquishment of the Easement.
9. The City will exercise its rights under this Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. The City will defend, indemnify, and hold Grantor harmless from and against any and all claims, costs, liabilities, and damages that arise from or relate to the exercise of the rights granted herein by the City, its agents, employees, representatives, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of the City, its agents, employees, representatives, contractors and permittees. To the extent permitted by RCW 4.24.115, the City's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities, and damages

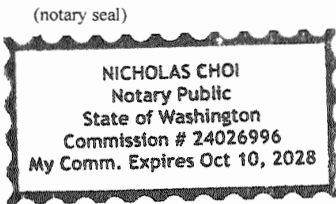
By: 

Print Name: Elizabeth Van Snellenberg

STATE OF WASHINGTON)
COUNTY OF King) ss.

On this 15 day of September, 2025, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Elizabeth Van Snellenberg**, to me known to be the individual described in and who executed the within and foregoing instrument, acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Signature: 

Print name: Nicholas Choi

Notary Public in and for the State of Washington

Residing at: Seattle, WA

My commission expires: 10/10/2028

EXHIBIT A
LEGAL DESCRIPTION FOR SLOPE EASEMENT
FROM TAX PARCEL NO. 6844703215

A slope easement across a portion of the Northwest quarter of the Southwest quarter of Section 34, Township 26 North, Range 4 East, W.M., King County, Washington, being described as follows:

The southerly 20.00 feet of the easterly 19.00 feet of the below described PARENT PARCEL, containing 380 square feet, more or less.

PARENT PARCEL

EAST 10 FEET OF LOT 7 AND ALL OF LOTS 8, 9 AND 10, ALL IN BLOCK 65 PONTIAC ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 42, IN KING COUNTY, WASHINGTON

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

